

07-19-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



T U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bass Pro, L.P.

7-16-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Three Johns Company

Internal Address:

Street Address: 2500 East Kearney St.

City: Springfield State: MO Zip: 65898

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Missouri, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Correcting legal entity

Execution Date: 12-25-99 of receiving party reel 2026 frame 310

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,931,087 1,885,496

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William B. Kircher

Internal Address: Shook, Hardy & Bacon L.L.P. One Kansas City Place

Street Address: 1200 Main Street

City: K.C. State: MO Zip: 64105

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

19-2112

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William B. Kircher

Name of Person Signing

Signature

7/11/2002 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/18/2002 TBIAZ1 00000059 1931087

01 FC:481 02 FC:482

40.00 DP 25.00 DP

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PTO-4618A
MB 0851.0027



02-28-2000



101277240

01-27-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

02/25/2000	DMR/UTX	00000175	1931087
01 FC1481		40.00	DP
02 FC1482		25.00	DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0481-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0481-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,931,087"/>	<input type="text" value="1,885,496"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki  27 January 2000

Name of Person Signing Signature Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") made this 25th day of December, 1999 by BASS PRO, L.P., a Missouri limited partnership ("Bass Pro"), and THREE JOHNS COMPANY, a Missouri corporation ("Three Johns").

WITNESSETH:

WHEREAS, pursuant to Section 3.1 of the Reorganization Agreement, dated as of December 25, 1999 among Bass Pro, Three Johns and the other parties thereto (the "Reorganization Agreement"), Bass Pro desires to transfer to Three Johns certain Marks as defined herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of the Marks. Bass Pro does hereby assign, grant, transfer, contribute and deliver to Three Johns all of its right, title and interest in, including all goodwill associated therewith, and to the trademarks, copyrights and service marks listed on Exhibit 1 hereto, and any applications therefor (the "Marks"). All rights to the Marks and all goodwill generated thereby shall be the sole property of Three Johns and inure to the benefit of Three Johns.

2. Representations and Warranties of Bass Pro. Bass Pro represents and warrants that, as of the date of this Agreement, the following statements are true, correct and complete:

(a) Bass Pro is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Missouri, and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the performance and observance of all terms, conditions and obligations under this Agreement have been duly authorized by all necessary actions on the part of Bass Pro.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not conflict with, or be in contravention of, any of Bass Pro's governing documents or any resolution of Bass Pro or any instrument or contract to which Bass Pro is a party.

(c) The authorized officer of Bass Pro executing this Agreement has been authorized to execute this Agreement by all necessary actions on the part of Bass Pro.

(d) Bass Pro owns all right, title and interest in and to the Marks.

TRADEMARK
REEL: 002026 FRAME: 0312

TRADEMARK
REEL: 2545 FRAME: 0515

(e) Bass Pro has the right to transfer the Marks to Three Johns and has all legal power and authority necessary to transfer the Marks in accordance with the terms of this Agreement.

(f) Bass Pro has no actual knowledge that the Marks infringe any valid proprietary right of any third party.

(g) Bass Pro has no actual knowledge of any pending litigation, and has not received any written notice of any threatened litigation, against Bass Pro relating to the Marks or this Agreement that would have a materially adverse effect on the ability of Bass Pro to transfer the Marks to Three Johns.

(h) Bass Pro has not relied on any representation, warranty or covenant of Three Johns or any of its affiliates (including, without limitation any information, including financial information or projections, provided to Bass Pro by such person) in connection with Bass Pro entering into this Agreement except as expressly set forth in this Agreement.

3. Representations and Warranties of Three Johns. Three Johns represents and warrants that as of the date of this Agreement, the following statements are true, correct and complete:

(a) Three Johns is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the performance and observance of all terms, conditions and obligations under this Agreement have been duly authorized by all necessary actions on the part of Three Johns.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not conflict with, or be in contravention of, any of Three Johns' governing documents or any resolution of Three Johns or any instrument or contract to which Three Johns is a party.

(c) The authorized officer of Three Johns executing this Agreement has been authorized to execute this Agreement by all necessary actions on the part of Three Johns.

(d) Three Johns has not relied on any representation, warranty or covenant of Bass Pro or any of his affiliates (including, without limitation any information, including financial information or projections, provided to Three Johns by such person) in connection with Three Johns entering into this Agreement except as expressly set forth in this Agreement.

4. Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto agrees to take or cause to be taken all action, and to do or cause to be done all

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REEL: 2545 FRAME: 0516

things necessary or advisable to consummate and make effective the transfer, assignment and contemplated by this Agreement.

5. Successors and Assigns. The terms and provisions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

6. Recordings. An executed copy of this Agreement may be filed with the U.S. Copyright Office and the U.S. Patent and Trademark Office by Bass Pro or Three Johns at any time.

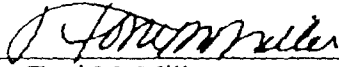
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date and year first above written.

BASS PRO, L.P.

By: BASSGEC Management Company,
its General Partner

By: 
Name: Toni M. Miller
Title: Vice President - Finance

THREE JOHNS COMPANY

By: 
Name: Toni M. Miller
Title: Vice President - Finance

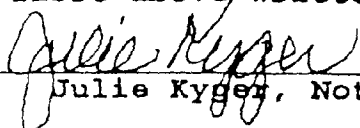
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STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this 25th day of December, 1999, before me personally appeared Toni Miller, to me personally known, who being duly sworn, did say that she is Vice-President of BASSGEC Management Company, a Missouri corporation, general partner of Bass Pro, L.P., a Missouri limited partnership, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors in its capacity as general partner, and the said Toni Miller acknowledged said instrument to be the free act and deed of said corporation acting in said capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.


Julie Kyger, Notary Public

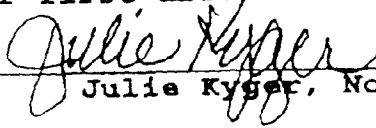
My commission expires:
12/15/2002

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

JULIE KYGER
Greene County
My Commission Expires Dec. 15, 2002
Notary Public
State of Missouri

On this 25th day of December, 1999, before me personally appeared Toni Miller, to me personally known, who being duly sworn, did say that she is Vice-President of Three Johns Company, a Missouri corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said Toni Miller acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.


Julie Kyger, Notary Public

My commission expires:
12/15/2002

JULIE KYGER
Greene County
My Commission Expires Dec. 15, 2002
Notary Public
State of Missouri

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EXHIBIT 1

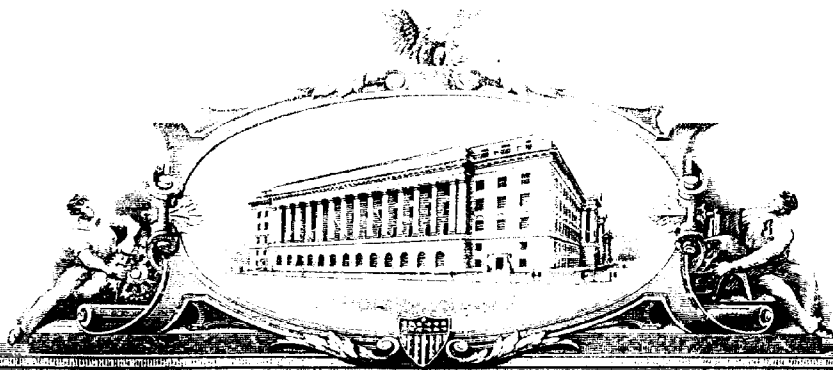
	<u>Mark</u>	<u>Serial/Reg. No.</u>
1.	Big Cedar	1,931,087 ✓
2.	Big Cedar Lodge and Tree Design	11,184 (Mo.)
3.	Big Cedar Floor Plan	TX 3,261,774
4.	Buzzard Bar	1,885,496 ✓

RECORDED: 01/27/2000

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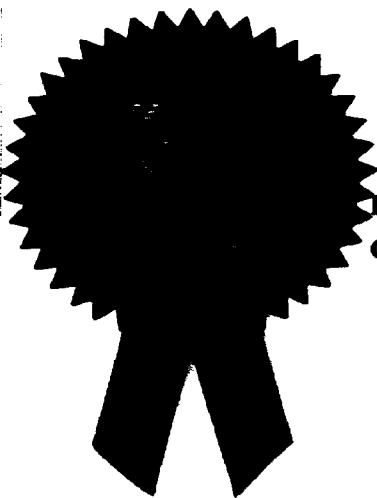
THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

February 28, 2001

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
JANUARY 27, 2000.**



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

H. Phillips
H. PHILLIPS
Certifying Officer